

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

**In the Matter of:**

American Perla, Inc.  
T/a Tom Brazil (formerly Sagres)

Application for a Retailer's  
Class CR - renewal  
at premises

1832 Columbia Road, NW  
Washington, DC 20009

Case No. 9268

**Lawrence F. Karr, Treasurer, Kalorama Citizens Association, and  
Peter Schott, Vice-Chair, Advisory Neighborhood Commission (ANC) 1C,  
Protestants**

**Manuel Sollosa, President, Applicant**

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR  
VERA ABBOTT, MEMBER  
CHARLES BURGER, MEMBER  
LAURIE COLLINS, MEMBER  
JUDY MOY, MEMBER  
ELLEN OPPER-WEINER, ESQUIRE, MEMBER  
AUDREY THOMPSON, MEMBER**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

This matter, having been protested, was scheduled for a roll call hearing on August 16, 2000, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Lawrence F. Karr, Treasurer, Kalorama Citizens Association, dated July 28, 2000 and

Peter Schott, Vice Chair, ANC 1C, dated July 31, 2000.

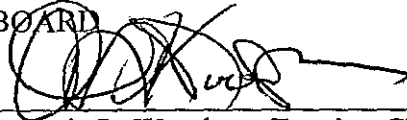
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 10, 2000, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

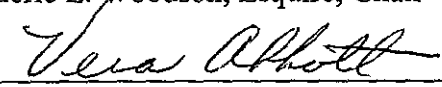
American Perla, Inc.  
T/a Tom Brazil (formerly Sagres)  
Page two

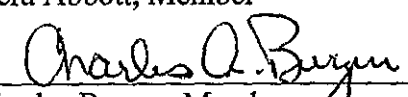
Accordingly, it is this 25<sup>th</sup> day of April 2001, **ORDERED** that:

1. The opposition of Lawrence F. Karr, Treasurer, Kalorama Citizens Association, and Peter Schott, Vice-Chair, ANC 1C, be, and the same hereby is **WITHDRAWN**;
2. The application of American Perla, Inc., t/a Tom Brazil (formerly Sagres) for a retailer's class CR license (renewal) at premises 1832 Columbia Road, NW, Washington, DC 20009, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

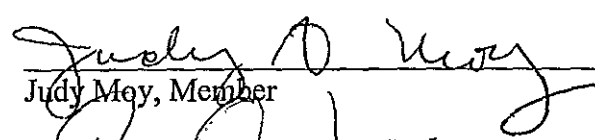
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL  
BOARD

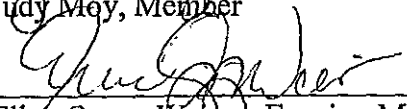
  
Roderic L. Woodson, Esquire, Chair


  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Oppenheimer, Esquire, Member

  
Audrey Thompson, Member

# VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

**THIS AGREEMENT**, made and entered into this 10TH day of OCTOBER, 2000, by and between AMERICAN PERLA Trading as TOM BRAZIL (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C and Kalorama Citizens Association (hereinafter the "Protestants"), witnesses:

**Whereas** Applicant has filed an application (# 9268) with the District of Columbia Alcoholic Beverage Control Board ( hereinafter the "Board") for the renewal of a class "CR" License for the premises known as TOM BRAZIL, located at 1832 COLUMBIA RD., N.W., Washington, D.C.,

**Whereas** Protestants have filed before the Board protests opposing the granting of this renewal,

**Whereas** in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

**Whereas** Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

**Now therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby as follows:

AGREE OK OK 10/10/2000

1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	10:00 A.M. - 2:00 A.M.	10:00 A.M. - 2:00 A.M.	10:00 A.M. - 2:00 A.M.	10:00 A.M. - 2:00 A.M.	10:00 A.M. - 3:00 A.M.	10:00 A.M. - 3:00 A.M.	10:00 A.M. - 2:00 A.M.
Roof:	<u>N/A</u>						
Patio(s):	<u>SAME AS ABOVE</u>						

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed: 98 - 74 IN RESTAURANT

Interior tables: 74 Interior bar: N/A Patio(s) 24 : Roof: N/A

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

SEE ATTACHED PAGE 4

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

American Petroleum  
By: Mary Salvo  
President

PROTESTANTS:

Peter Schott  
Advisory Neighborhood Commission 1C  
By: Peter Schott  
vice-chair

Demis James  
Kalorama Citizens Association  
By: DEMIS E. JAMES  
LIQUOR LICENSING CHAIR  
KALORAMA CITIZENS  
ASSOCIATION

Dated October 10, 2000

Item #6. Items Specific to Establishment

Applicant agrees to place signs in Spanish and English, displayed prominently at point of entry and departure, clearly visible to all patrons, encouraging them not to loiter, not to loudly play car radios and in general to respect the peace, order and quiet of the surrounding neighborhood.

Applicant agrees that there will be no patron entry or exit through the rear door(s) of the establishment.

Applicant understands that, in compliance with ABC regulations, there must always be an ABC-licensed manager on duty when the establishment is open to serve alcoholic beverages.

Applicant agrees to create a double-doored entryway to buffer the surrounding neighborhood from noise from inside the establishment. Adequate space shall be provided between the doors to allow the exterior door to close before the interior door is opened. Applicant agrees to acquire any and all permits needed to perform the above work.

Applicant agrees to maintain security personnel from 9:00 p.m. until closing.

APPLICANT:

American Perla Inc.  
By: [Signature]  
President

PROTESTANTS:

[Signature]  
Advisory Neighborhood Commission 1C  
By: Peter Schott  
Vice-chair

Kalorama Citizens Association

By: [Signature]  
DEMIS I-E. JAMES  
LIQUOR LICENSING CHAIR  
KALORAMA CITIZENS  
ASSOCIATION